

**Interim Rate Amendment  
to the Interconnection Agreement  
between  
MCImetro Access Transmission Services LLC  
and  
Qwest Corporation  
for the State of Nebraska**

This Interim Rate Amendment ("Amendment") is made and entered into by and between MCImetro Access Transmission Services LLC ("CLEC") and Qwest Corporation ("Qwest"). Qwest and CLEC shall be known jointly as the "Parties."

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement (the "Agreement") that was approved by the Nebraska Public Service Commission ("Commission") on April 6, 2000; and

WHEREAS, CLEC is in the process of terminating the Agreement and entering into a new interconnection agreement with Qwest that will govern CLEC (the "Consolidation"); and

WHEREAS, the Parties have committed to and anticipate that the Consolidation documents, including the new interconnection agreement, will be executed within the next 90 (ninety) days (the "Consolidation Period"); and

WHEREAS, the Parties have agreed to operate under the terms and conditions of CLEC's existing Agreement during the Consolidation Period or until the new interconnection agreement is executed, whichever is sooner; and

WHEREAS, the Parties desire to amend the existing Agreement on an interim basis during the Consolidation Period by adding certain terms, conditions and/or rates that were inadvertently omitted from the existing Agreement as contained herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

This Interim Amendment is made in order to amend Exhibit A of the Agreement to add certain rate elements that were inadvertently omitted and allow CLEC to order and Qwest to bill specific rate elements during the Consolidation Period.

Exhibit A of the Agreement is revised in the manner attached hereto and incorporated herein.

**Effective Date**

This Interim Amendment shall be deemed effective upon approval by the Commission and terminate upon execution of the Consolidation documents, including the new interconnection

agreement or 90 (ninety) days after the date of execution by both Parties, whichever is sooner. However, the Parties agree to implement the Interim Amendment immediately upon execution. Upon termination, new orders placed under this Amendment will not be accepted. However, the terms, conditions and/or rates set forth in this Amendment will continue and remain in effect for any products and services previously ordered and continue to be provided by Qwest to CLEC.

### **Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

### **Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

#### **MCImetro Access Transmission Services LLC**

\_\_\_\_\_  
Authorized Signature

Peter H. Reynolds  
\_\_\_\_\_  
Name Printed/Typed

Director, National Carrier Management &  
Initiatives  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

#### **Qwest Corporation**

\_\_\_\_\_  
Authorized Signature

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

Director – Interconnection Agreements  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Exhibit A

1. The following February 28, 2006 TRRO - Exhibit A rate is not addressed in Nebraska Public Service Commission Cost Dockets (estimated TELRIC):

8.1.1	<b>Planning and Engineering</b>		Recurring	Non-Recurring
	8.1.1.2	Augment Quote Preparation Fee		\$1, 379.19

2. Attachment 4, Section 2.1.1 of the existing Agreement has the terms and conditions regarding the elements listed below. The interconnection agreement refers to these elements as expanded interconnection channel terminations (EICT) in the collocation section. These collocation rate elements, including fiber, were most recently listed in the Qwest filed SGAT dated February 14, 2005 and are labeled as simply collocation terminations. Collocation EICTs are also known as collocation terminations:

8.1.8.1.4	<b>Fiber Termination</b>		Recurring	Non-Recurring
	8.1.8.1.4.1	Fiber Terminations, per 12 Fibers	\$12.39	\$1,601.47
	8.1.8.1.4.2	Additional Connector, per Each 12 Fiber Connectors	\$0.53	\$435.47
	8.1.8.1.4.3	Fiber Cable Racking, Shared, per 12 Fibers	\$19.61	
	8.1.8.1.4.4	Fiber Cable Racking, Dedicated, per 12 Fibers	\$1.85	\$1,516.92